

BILL NO. S-75-05-05

SPECIAL ORDINANCE NO. S- 81-75

AN ORDINANCE approving a contract with DAILEY
ASPHALT PRODUCTS CO., INC. for improvement
in Councilmanic District

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA:

SECTION 1. That the contract dated April 17, 1975 between the
City of Fort Wayne, by and through its Mayor and the Board of Public Works
and DAILEY ASPHALT PRODUCTS CO., INC., for:

Improvement of curbs and alleys in an area bounded by Calhoun
Street, Darrow Avenue, Piqua Avenue, Wildwood Avenue and
Clinton Street

for a total cost of \$13,217.25, all as more particularly set forth in said Contract
which is on file in the Office of the Board of Public Works, and is by reference
incorporated herein, made a part hereof and is hereby in all things ratified,
confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from
and after its passage and approval by the Mayor.

Virvan J. Schmidt
Councilman

APPROVED AS TO FORM
AND LEGALITY

W. B. G.
CITY ATTORNEY

Read the first time in full and on motion by V. Schmidt, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Services (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197_____, at _____ o'clock P.M., E.S.T.

Date: 5-13-75

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by V. Schmidt, seconded by Hinga, and duly adopted, placed on its passage.
Passed (1957) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>8</u>			<u>1</u>	
BURNS	✓				
HINGA	✓				
KRAUS	✓				
MOSES	✓				
NUCKOLS				✓	
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

DATE: 5-27-75

Charles W. Westerman
CITY CLERK
Chief Deputy Clerk

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution, No. S-81-75 on the 27th day of May, 1975

ATTEST:

(SEAL)

Charles W. Westerman
CITY CLERK
Chief Deputy Clerk

James Stier
PRESIDING OFFICER

Presented by me to the Mayor or the City of Fort Wayne, Indiana, on the 28th day of May, 1975, at the hour of 11:10 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK
Chief Deputy Clerk

Approved and signed by me this 28th day of May, 1975, at the hour of 11:30 o'clock A. M., E.S.T.

James Stier
MAYOR

Bill No. S-75-05-05

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving a contract with DAILEY ASPHALT PRODUCTS CO., INC. for
improvement in Councilmanic District 5

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance NO PASS.

Vivian G. Schmidt - Chairman

William T. Hinga - Vice-Chairman

John Nickols

Winfield C. Moses, Jr.

Paul M. Burns

Vivian G. Schmidt
William T. Hinga
John Nickols
Winfield C. Moses, Jr.
Paul M. Burns

MADE A MATTER OF RECORD

DATE 5-27-75 CHARLES W. WESTERMAN, CITY CLERK

OFFICE OF CITY ENGINEER

FORT WAYNE INDIANA

STREETS — ALLEYS — SIDEWALKS
QUAN UNIT MATERIAL

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. ~~5678-1975~~ the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before June 1, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____

day of _____, 19 _____

DAILEY ASPHALT PRODUCTS CO., INC.

BY: W. D. Dailey

ITS: per

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Carl E. O'Neal

James A. Johnson
its Board of Public Works and Mayor.

APR 17 1975

APPROVED AS TO FORM AND LEGALITY

[Signature]
CITY ATTORNEY

GUARANTY BOND

Know All Men by These Presents, That we-----

DAILEY ASPHALT PRODUCTS CO., INC.-----Contractors

as principal, and ST. PAUL FIRE AND MARINE INSURANCE COMPANY, SAINT PAUL, MINNESOTA

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of THIRTEEN THOUSAND,

TWO HUNDRED SEVENTEEN DOLLARS AND TWENTY FIVE CENTS-----

-----(\$13,217.25)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----DAILEY ASPHALT PRODUCTS CO., INC.-----

did on the-----day of-----

-----, enter into a contract with the City of Fort Wayne to construct a
Pavement

on-----Street from-----

Curbs and alley repairs in an area bounded by Calhoun Street, Darrow Avenue,

Piqua Avenue, Wildwood Avenue and Clinton Street.

-----according to certain plans and specifications, and

for a period of three years

also warranting and guaranteeing the work, material and condition of the pavement thereof as provided

in aforesaid contract and specifications. Now if the said-----

-----shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this-----day of-----

St. Paul Fire and Marine Ins. Co. DAILEY ASPHALT PRODUCTS CO., INC. (SEAL)

By: *Norval B. Bortol* BY: *R. W. Dailey* (SEAL)

Its: *Attorney-in-fact* ITS: (SEAL)

Approved this *17* day of *April, 1975*

Carl E. O'Neal

Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we -----

-----DAILEY ASPHALT PRODUCTS CO., INC.-----

as principal, and ST. PAUL FIRE AND MARINE INSURANCE COMPANY, SAINT PAUL, MINNESOTA

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of THIRTEEN

THOUSAND, TWO HUNDRED SEVENTEEN DOLLARS AND TWENTY FIVE CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$ 13,217.25)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the

day of -----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this ----- day of -----

St. Paul Fire and Marine Ins. Co. DAILEY ASPHALT PRODUCTS CO., INC. (SEAL)

By: *Donald L. Katarush* BY: *R.W. Driscoll, Jr.* (SEAL)

Its: *Attorney-in-fact* ITS: (SEAL)

(SEAL)

Approved this *17* day of *April, 1975*

Carl E. O'Neal

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

MARCH 20, 1975

CERTIFIED COPY OF POWER OF ATTORNEY

Original on File at Home Office of Company. See Certification.

FIDELITY AND SURETY
DEPARTMENTST. PAUL
FIRE and MARINE
Insurance Company
HOME OFFICE: ST. PAUL, MINNESOTA

KNOW ALL MEN BY THESE PRESENTS: That the St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

Arthur C. Frericks, Gerald A. Dahle, Donald T. Belbutowski, C. H. Yaste, Fred S. Rye,
Leonard Shirley, Josephine E. Stackhouse, Lane Grile, David J. Steffen, Helen F. Pyles,

individually, Ft. Wayne, Indiana

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, —Section 6(C), of the By-Laws adopted by the Board of Directors of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and

(2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and

(3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 14th

day of February A. D. 19 74

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA } ss.
County of Ramsey

Vice President.

On this 14th day of February 19 74, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

V. C. INNES
Notary Public, Ramsey County, Minn.
My Commission Expires April 27, 1976

CERTIFICATION

I, the undersigned officer of the St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 25 day of March 1975

Secretary.

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

IN RE:

WAGE SCALE

CODE: S-SKILLED

SS-SEMI SKILLED

US-UNSKILLED

IF-INDUSTRIAL FUND

PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF JANUARY, FEBRUARY, AND MARCH, 1975.

In compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	9.95	35¢	55¢			
BOILERMAKER	S	10.05	50	1.00		1¢	
BRICKLAYER	S	8.89	30	25		1	
CARPENTER (BUILDING) (HIGHWAY)	S	8.31		6%		4	2if
	S	9.08	40	40		5	2if
CEMENT MASON	S	8.30	40				
ELECTRICIAN	S	9.10	30	17430		4	
ELEVATOR CONSTRUCTOR	S	8.77	44½	29	7%	2	
GLAZIER	S	8.24	12		25	4	35¢holid.
IRON WORKER	S	9.70	55	65		1	2if
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS						
	US	5.95-6.25	35	30		7	
	S-SS-SS	5.90-6.05	35	30		7	
	S-SS-SS	6.25-7.33	35	30		7	
LATHER	S	8.20		25		1	3if
MILLWRIGHT & PILEDRIVER	S	8.64		6%		4	2if
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S-SS						
	US	6.75-9.15	40	40		5	
	S-SS-US	6.61-8.30	30	30		5	
	S-SS-US-	7.07-9.27	40	40		5	
PAINTER	S	7.49-8.49	32	25		7	
PLASTERER	S	7.91	40				
PLUMBER & STEAMFITTER	S	9.20	30	65		7	4if
MOSAIC & TERRAZZO GRINDER	S	6.65-8.50					
ROOFER	S	8.40		10			
SHEETMETAL WORKER	S	9.19	35	30		4	9if
	S-SS						
TEAMSTER (BUILDING) (HIGHWAY)	US	6.68-7.63	16pw	17pw			
	S-SS-US	6.56-7.16	16pw	17pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 18th DAY OF June, 1975

Wayne T. Kipler
REPRESENTING GOVERNOR, STATE OF INDIANA

R. D. Brance
REPRESENTING THE AWARDED AGENT.

Fred M. Rice
REPRESENTING STATE A.F.L. & C.I.O.

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

✓
2-75-05-05

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Contract awarded to Dailey Asphalt Products Co., Inc. in
amount of \$13,217.25 covers proposed repairs to curbs and alleys in 5th Councilmanic
District in area of Calhoun, Clinton, Darrow, Wildwood and Piqua.

EFFECT OF PASSAGE Improve deteriorated curbs and alleys.

EFFECT OF NON-PASSAGE No improvement.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Cost to City - \$13,217.25

ASSIGNED TO COMMITTEE

Finance
Public Works *PH*